

Santanna Cross Ex. 5

Affidavit of T [REDACTED] C [REDACTED]

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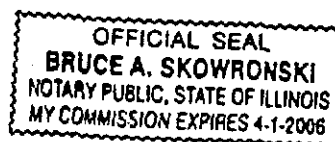
1. I am T [REDACTED] C [REDACTED] and I am over 18 years of age.
2. I am the same T [REDACTED] C [REDACTED] who filed a complaint with the Citizens Utility Board regarding Santanna Energy Services.
3. In June of this year, I showed my NICOR gas bill to a Santanna representative who came to my home. The representative told me that Santanna was working with NICOR to conduct an audit and assure that I was receiving the lowest rates possible.
4. I signed a paper that resembled a petition. There were other signatures listed on it.
5. I did not sign the attached document, which appears to be a natural gas agreement with Santanna. Nor did I complete any portion of the document that required name, address, phone number, meter number, account number or any other data.
6. I never agreed to let Santanna provide my natural gas. I never signed a contract for services from Santanna.
7. Only after I received a welcome letter from Santanna did I learn that the company was supplying my natural gas. I then took steps to cancel this service, since I never agreed to it.

The foregoing is true and correct to the best of my knowledge and belief.

T [REDACTED] C [REDACTED]
T [REDACTED] C [REDACTED]

Subscribed and sworn before me this 23rd day of Aug.

Bruce A. Skowronski
Notary Public



OFFICIAL FILE

ILL. C. C. DOCKET NO. 02-0441
Santanna Cross Exhibit No. 3

Witness _____
Date 8/28/02 Reporter CB

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: [Redacted]

Last Name: same

Signed Signature: [Redacted]

(Print): [Redacted]

Fax: () -

Address: [Redacted]

Villa Park, IL 60181

Billing Address: SES # ABEXU

Billing Contact (Print): _____

Account Number: [Redacted]

Meter Number: [Redacted]

Telephone Number: _____

Social Security Number (Last 4 digits): _____

Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly index for natural gas deliveries to the area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 term. Buyer will purchase its full gas requirements from Seller, execute the necessary permits, and meet the credit requirements of Seller. There will be an administrative charge of \$3 per month. All utility company related charges are the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing in the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time the first 90 days of service, Buyer is not completely satisfied with the decision to enter into this program, and Buyer elects to return and remain with the utility as a sales customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer will pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term of this agreement through the remainder of this contract. The due date of this contract is the exit date.

Notes: Bills not paid by the due date on the Seller's invoice (or invoice of that entity on behalf of Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to suspend this Agreement for non-payment without prior written notice. Any cost, to include fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the state of Illinois. Currently, there are no state or local taxes assessed on services or goods sold under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-0673. 25722084-Customer Select Contract - rev 2-27-02

John Brown
Representative Name

25227
Rep Code

MWZ
Manager Code

MWJ
Office Code

6.18.02
Order Date